

V. DEFAULT

1. *In the event this Agreement is breached by either party the failure, neglect, or refusal to perform or fulfill any obligation on their respective parts herein imposed, and such default continues for a period for three (3) days after written notice given to the party so in default by the other, then this Agreement shall immediately thereupon terminate, and on the part of ConAgra, if the Grower is so in default, ConAgra, its assigns or agents, or either, to take possession forthwith of said broiler chicks, unused feed and supplies previously furnished to the Grower under this Agreement and this wheresoever the same may be situated at the same time removing all of such from the premises of the Grower. On the part of the Grower, if ConAgra is so in default by such notice aforesaid, ConAgra will be directed to take possession of such broiler chicks, unused feed and remove the same forthwith following failure to cure and correct such default within such three (3) day period of time, and in either event, ConAgra will thereupon pay the Grower, prorated, for the period of time during which such broiler chicks were in possession of the Grower based on a payment schedule therefore of nineteen one-hundredths (.19) cents per pound per week on the average weight of birds sold by ConAgra during the week that ConAgra takes possession of the flock here in question.*

2) *In the event the Grower should abandon the flock for a period of seventy-two (72) hours or more, and should fail to feed, water, and care for said flock for said period of time, ConAgra shall be authorized to enter upon the premises of Grower, to feed, water, and care for the said flock until this Contract is terminated as herein provided.*

**Producer's
Initials**
